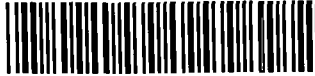


Doc - Landfill Contract
Auth - City of Albion

E. S
6/26/72

US EPA RECORDS CENTER REGION 5



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AGREEMENT

WHEREAS, the City Council of the City of Albion, Michigan, a Municipal Corporation, desires to continue to provide and maintain a waste yard for the use of City of Albion residents and industries subject to such regulations for use as the City Council may prescribe; and,

WHEREAS, Gordon D. Stevick and Marguerite M. Stevick, husband and wife, of 424 Pattie Avenue, Jackson, Michigan, are the owners of a certain parcel of real estate containing approximately 20 acres adjacent to East Erie Road in Section 36 of Sheridan Township, Calhoun County, Michigan; and,

WHEREAS, Gordon D. Stevick desires to contract with the said City of Albion to provide all land, labor, equipment, supervision and services necessary to operate a sanitary landfill waste disposal yard on said parcel;

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, it is agreed by the City of Albion, hereinafter referred to as the City, and Gordon D. Stevick, hereinafter referred to as the Contractor, as follows:

1. That the Contractor shall provide all land, labor, equipment, supervision and services necessary to operate a satisfactory sanitary landfill waste disposal yard for the City and the residents, businesses and industries of the City, and that the City shall permit the Contractor to contract separately with the City's franchise holder for garbage collection for waste yard disposal of garbage collected in the City of Albion, which said contract rates shall be subject to approval by the City Council, providing that it is believed the new charges are excessive in comparison with like wasteyard operations.

2. That the said waste disposal yard shall be operated on a certain parcel of land situate in the Township of Sheridan, Calhoun County, Michigan, and described as follows, to-wit:

Lot 28 of Supervisor's Plat of Section 36, Township 2 South, Range 4 West, Sheridan Township, Calhoun County, Michigan, according to the plat thereof recorded in Liber 9A of Plats on Page 7 in the office of the Register of Deeds for Calhoun County. Except the Southerly 250 feet thereof.

The Contractor shall provide good and sufficient ingress and egress, weather permitting, to and from the above described parcel.

3. That the Contractor shall be licensed by the Michigan Department of Health to operate a sanitary landfill waste disposal yard, and the Contractor shall operate the same pursuant to all present and future regulations of the Michigan Department of Health regarding sanitary landfill operations.

4. That the Contractor shall enforce such regulations for use of the said waste disposal yard as the City Council of the City may prescribe, and regulations hereafter established shall be reasonable and shall not cause the Contractor to expend substantial additional sums to operate the waste disposal yard, and the Contractor shall operate the said waste disposal yard pursuant to the requirements established by the Sheridan Township Zoning Appeals Board, and any new regulations not in conformance with these requirements shall also be approved by said board.

5. That the Contractor shall operate the said waste disposal yard in a safe and sanitary manner satisfactory with the reasonable requirements of the City's Director of Public Works. That the Contractor shall maintain in neat appearance a large sign at the entrance to the landfill indicating the hours the landfill is open to the public and the fees which will be charged. That the Contractor shall have the landfill open to the public each week Tuesday through Saturday, excluding holidays, and the hours will be from 9:00 a. to 4:30 p.m. Such hours may be changed by agreement of the parties.

6. That the Contractor shall provide to Albion College and the citizens, businesses and industries located in the City of Albion, disposal services without charge of all household and business wastes. Examples of such wastes are bottles, cans, rubbish, wooden furniture, shrubbery trimmings not exceeding one inch in diameter, cardboard boxes, etc. Such wastes shall be securely boxed, bagged or bundled in units not exceeding 24 inches in height in order to receive free disposal service. The Contractor shall provide free service to the City of Albion departments including street refuse, City clean-up projects, and tree and bush trimmings up to four inches in diameter. The Contractor may charge for non-compactible wastes, commercially hauled wastes and by-products of manufacturing processes including foundry sand. Such wastes include demolition materials, appliances, tanks and unsecured papers or material exceeding 24 inches in height. Charges for commercially hauled vehicles and for non-compactible materials shall be according to a schedule attached hereto and made a part hereof.

7. That this Agreement shall be in effect for a period of Three (3) years from and after March 1, 1972, unless sooner terminated by mutual agreement of the parties or by the City as hereinafter provided, and the City shall pay to the Contractor, in consideration of the land, labor, equipment, supervision and services furnished by the Contractor to operate a satisfactory sanitary landfill waste disposal yard as provided for herein, the following sums: \$2,083 per month commencing March 1, 1972; \$2,292 per month commencing March 1, 1973; and \$2,521 per month commencing March 1, 1974. Each monthly payment shall be made on or before the 10th day of the month following the month in which such contract services are performed. That the Contractor shall

retain disposal service sums paid by Albion College to July 1, 1972, and that the City shall retain such sums paid by Albion College for disposal service thereafter. In the event Albion College notifies the parties hereto at any time that it will no longer use the sanitary landfill for disposal of Albion College wastes, then the amount being paid by Albion College to the City for disposal of such wastes shall thereafter be deducted from the contract payments due from the City to the Contractor as provided in this paragraph.

8. That the Contractor is an independent contractor and is not an employee of the City, and that any persons employed by the Contractor to perform services provided in this Agreement shall be employees of the Contractor and not employees of the City.

9. That the Contractor shall carry Workmen's Compensation insurance on any persons employed by the Contractor to perform services provided in this Agreement, and the Contractor shall carry a policy of general liability insurance as required by the Michigan Department of Health covering persons coming on the above described premises during the period of this Contract, and the Contractor further covenants to save the City harmless from any claims of liability arising out of the operation of the said waste disposal yard, and the Contractor further agrees to furnish certificates of such insurance to the City.

10. That the City may terminate this Agreement in the event the Contractor fails to comply with any of the terms, provisions or conditions of the Agreement. If such non-compliance relates to conditions or manners of operation of the said waste disposal yard as set forth herein, the Contractor shall be notified in writing of such non-compliance, and if such non-compliance continues for more than 30 days after such notification, the City may then terminate this Agreement forthwith. The Contractor may terminate this Agreement if the City fails to pay any sums due thereunder within 30 days of written notice of such default in payment.

11. That after this Agreement has been in force for one year it may be terminated, and that such termination may be by either party upon six months written notice to the other party after the first year of the contract.

12. That in the event the Contractor shall be unable to perform this Contract while the Contract is in force, the City shall have the option of leasing the unused portion of the above described parcel of land together with a 25-foot wide easement for good and sufficient ingress and egress to and from such land for sanitary landfill purposes. Such option to lease shall be exercised within fifteen (15) days of the termination of this Agreement by written notice from the City to the Contractor, and in the event such option to lease is exercised by the City, Gordon D. Stevick and Marguerite M. Stevick hereby covenant to forthwith deliver a written lease to the City. Payment for

such lease shall be at the rate of \$1,200 per year payable quarterly. Such lease shall remain in effect until the land has been completely used for sanitary landfill purposes. In the event such option to lease is exercised, the City shall operate such sanitary landfill pursuant to all applicable laws and the reasonable requirements of the Owners, and the City shall save the Owners harmless from any claim of liability from such operation. In the event the City removed any sand or gravel from the premises during such operation, the City hereby agrees to pay the Owners 25 cents per cubic yard for sand or gravel on the 10th of the month following such removal.

13. Notices provided for herein may be served personally or by registered mail to the address herein or the last known address of the Contractor.

14. This Agreement may be assigned by the Contractor upon the written consent of the City and this Agreement shall be binding on the heirs and successors of the parties hereto.

15. That Marguerite M. Stevick joins in the execution of this Agreement as one of the entireties owners of the real estate described herein for purposes of giving full effect to the option to lease provisions contained herein, and she does not sign this instrument as Contractor.

16. This Contract supersedes the Contract between the parties signed May 24, 1966.

IN WITNESS WHEREOF the parties have hereunto set their hands this

26th day of June, 1972.

Witnessed by:

CITY OF ALBION

Bette A. Lane

By Neal A. Godby
Neal A. Godby, City Manager

Bette A. Lane

Gordon D. Stevick
Gordon D. Stevick

Marguerite M. Stevick
Marguerite M. Stevick